



PROSTO TERMS AND CONDITIONS 2024

1. Definitions:

- a) In this agreement Paulina Januszezwska, the owner of Prosto (Waversebaan 162, 3050 Oud-Heverlee), is further called the "Photographer", and a direct client is called "Client".
- b) "Photographs" are all photographic material furnished by the Photographer, whether negative, prints or any types of physical or electronic material in existence now or yet to be developed.
- c) All contracts verbal or written are only accepted on the basis that the Terms and Conditions of the Photographer are the only ones applicable.
- d) Other Terms and Conditions proffered by the Client are specifically excluded unless agreed in writing beforehand by the Photographer.
- e) Where time is of the essence the Photographer entirely at its own discretion may accept an instruction given orally, in this event the Photographer shall accept no liability for any error in executing the order.
- f) Unless the Photographer is given prior written notice by the Client, the person placing or signing the order on behalf of the Client is deemed to be authorized to do so.

2. Copyright:

The Author (Photographer) retains the entire copyright in the Photographs and Works at all times, throughout the World. Reproduction rights (if and when granted) are strictly limited to the use specified on the Photographer's invoice and/or quotation. An agreement must be reached with the Photographer before the pictures are used for a different purpose or after the licence to use has expired. The Photographer reserves the right to charge an additional fee if the photographs are used for purposes other than what is shown on the Photographers invoice and/or quotation. If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright. This fee will be mutually agreed by both parties. The transfer of copyright will only become applicable after this payment has been made in full.

3. Ownership of materials:

Title to all Photographs remains the property of the Photographer. The Client will not use the Photographs for any commercial purposes, photo contests, etc, without the Photographer's express permission in writing.

4. Delivery

The photographer will provide the client with a fixed number of photos, the photos will be delivered electronically, in high resolution. The photographer never provides raw files, or all / unprocessed images. Images will be delivered 3 weeks from the date of the assignment.

The Photographer reserves the right make an additional charge should the Client request a Short Notice or Rush service. This service is subject to availability and cannot be guaranteed.

5. Personal use:

No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission in writing.

5. Client confidentiality:

The Photographer will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography.

6. Payment:

Payment due date will be clearly noted on the relevant invoice for the commissioned work. For each day of delay in payment Photographer will add 5% of due amount to the invoiced amount.

7. Rejection:

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.

8. Cancellation:

A booking is considered firm as from the date of confirmation and prepayment fee specified in the contract. If a booking is cancelled by the Client within one working day of the starting time, the Photographer reserves the right to charge up to 70% fee for the assignment. If a booking is cancelled within ten working days of the starting time, the Photographer may charge 50% of this fee.

9. Photographs manipulation:

Client will not, under any circumstances, manipulate the photographs (by using Photoshop, applying filters, presets, cropping, etc.) and publish the modified images (with reference to the Photographer) on any website, social media, etc.

10. Photographs use by Photographer:

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract to generally promote the business in: advertising, brochures, magazine articles, websites, social media, exhibitions sample albums etc.

11. Conduct

The Client shall be responsible for the behaviour of any persons accompanying them to an assignment. The Photographer reserves the right to terminate any assignment without notice if she deems the Clients behaviour to be unruly or unsafe. In such instances, the Photographer reserves the right to charge the full fees. The Client will fully reimburse the Photographer for any loss/damage they cause to property or equipment.